

William B. Skilling & Company

Rehabilitation

Master of Arts in Rehabilitation
Certified Rehabilitation Counselor
Certified Disability Management Specialist
Certified Life Care Planner

William B. Skilling, M.A., C.R.C., C.D.M.S., C.L.C.P.

October 24, 2014

M. Joseph Sloan
Office of the Tacoma City Attorney
Department of Public Utilities
3628 South 35th Street
Tacoma, WA 98409

Re: Joseph Lochridge v. City of Tacoma, et al.
Date of Trial: March 2, 2015

Dear Mr. Sloan:

I have been retained in this matter to study records, conduct research, and form expert opinions. This report contains expert opinions that I may express and the bases and reasons for those opinions as well as the facts and data considered in forming those opinions. Unless indicated otherwise all of my expert opinions in this report are expressed on a more probable than not basis. My opinions in this report would be the same under a reasonable degree of rehabilitation certainty as well.

I rely upon my knowledge, skill, experience, training, and education in the expression of expert opinions in this matter. In the forming of my expert opinions I have also relied upon the types of facts and data which are reasonably relied upon by all experts and professionals generally in the fields of rehabilitation, vocational counseling, and life care planning. I obtained a Bachelor of Arts Degree from the University of Washington where my undergraduate major was Clinical Psychology, and I began working as a Rehabilitation Counselor in 1973. In 1977, I obtained a Master of Arts in Rehabilitation Degree from Seattle University. Between 1982 and 1992, I was under contract as a Vocational Expert by the United States Department of Health and Human Services Social Security Administration. In 1993, I completed a Traumatic Brain Injury Internship at the Regional Epilepsy Center of the Department of Neurological Surgery at Harborview Medical Center. I have worked in the fields of vocational counseling and rehabilitation approximately 40 years and have testified as an expert witness in more than 400 litigated matters.

3814 East Lee Street • Seattle, Washington 98112 • Telephone (206) 622-2626

www.WilliamSkilling.com

Established 1982

Re: Joseph Lochridge v. City of Tacoma, et al.

October 24, 2014

Page 2 of 5

SCOPE OF WORK

I have been asked to assess Mr. Lochridge's transferable skills and abilities and form opinions concerning his future employability and wage earning capacity.

IDENTIFICATION

Joseph William Lochridge is now a 53-year-old resident of Orting, Washington.

Mr. Lochridge's date of birth is December 8, 1960.

According to Mr. Lochridge's complaint, he was employed by Tacoma Rail between January 2000 and September 2012. At the time of termination Mr. Lochridge was classified as a Locomotive Engineer. Payroll records indicate that Mr. Lochridge earned gross pay of \$60,829 in 2012.

ANSWERS TO INTERROGATORIES

In May 2014, Mr. Lochridge provided Answers to Interrogatories. Regarding employment history Mr. Lochridge reported that he had been an Industrial Painter between 1980 and 1990 at which time he was hired by BNSF Railway Company. Mr. Lochridge maintained his Painter's labor union membership even after he began railroad work. Mr. Lochridge became a BNSF Conductor, and in 1997 he became a BNSF Yard Master. After joining Tacoma Rail, Mr. Lochridge worked as a Conductor, and he received his Locomotive Engineer Certificate in 2003.

Following termination in 2012, Mr. Lochridge returned to work as a Journey Level Painter with the Painters Union Local 1964 in Tacoma. Mr. Lochridge also has experience as an Industrial Painting Supervisor/Foreman.

For additional details, please refer to Mr. Lochridge's résumé (copy attached).

Mr. Lochridge has stated that he does not suffer from any disabilities.¹

Mr. Lochridge is a graduate of Sumner High School and Knapp Business College where he studied Business Computing.

¹ See Interrogatory No. 20.

Re: Joseph Lochridge v. City of Tacoma, et al.

October 24, 2014

Page 3 of 5

DEPOSITION OF JOSEPH LOCHRIDGE

According to Mr. Lochridge's testimony he has contacted 3 employers since September 2012 including Rail Temps, Union Pacific Railroad, and The Boeing Company but received no job offers. He did not apply at BNSF or any other railroad companies. According to Mr. Lochridge, he would consider relocation for employment depending upon the details of the job offer.²

VOCATIONAL OPTIONS

Mr. Lochridge is a Journey Level Industrial Painter, and he has worked in the railroad transportation industry for approximately 23 years. Mr. Lochridge has vocational options which would provide him with comparable income.

Mr. Lochridge states that he is now earning \$18.50 per hour as a Painter. However, according to Schedule "A" of the Collective Bargaining Agreement the Wage Rate for Journey Level Painters within Mr. Lochridge's labor union is \$28.15 per hour plus fringe benefits. Foremen receive an additional \$1.50 per hour. According to the Department of Labor and Industries the public work prevailing wage for Journey Level Painters in Pierce County is \$37.80 per hour.³

In addition to industrial painting Mr. Lochridge could work in a variety of positions within the railroad transportation industry. Wage data for these positions in Washington is attached. I have also attached employment outlook data for Washington and nationwide. All of the attached classifications represent reasonable vocational options for Mr. Lochridge.

Current openings in the railroad transportation industry are available. According to the Railroad Retirement Board, current openings are available for Engineers and Conductors in Gastonia, NC; Atlanta, GA; Carlsbad, NM; Toledo, OH; Silsbee, TX; Oklahoma City, OK; Michigan City, IN; Borger, TX; Loveland, CO; Gadsden, AL; Ottawa, IL; Tulsa, OK; Jeffersonville, IN; Albany, GA; Ottawa, IL; Birmingham, AL; Tuscaloosa, AL; Eunice, NM; Palmer, MA; Southwest Texas and New Mexico;

² Rail Temps, Inc. is a nationwide railroad staffing service offering experienced, professional railroaders to client railroads to meet short term, temporary, and immediate needs. According to their website they have current job openings for experienced Locomotive Engineers and Conductors. They also offer Engineer certification and re-certification services.

³ Public work is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. RCW 39.04.010. Prevailing Wage is defined as the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.

Re: Joseph Lochridge v. City of Tacoma, et al.

October 24, 2014

Page 4 of 5

Hammond, IN; Pueblo, CO; Proctor, MN; Escanaba, MI; Bledsoe, MI; and Breckenridge, MN. They do not expect to fill these positions locally.

There is also currently a full time position advertised for Locomotive Engineer/Conductor in Centralia, Washington with Puget Sound & Pacific Railroad.

According to the Association of American Railroads approximately 12,000 people are expected to be hired by America's freight railroads in 2014.

There are many railroad web sites with job listings:

- Aberdeen, Carolina & Western Railway Co., Inc.
- Amtrak
- Belt Railway
- BNSF Railway Company
- Canadian National/Illinois Central Railroad
- Canadian Pacific Railways
- Conrail
- Chicago South Shore & South Bend Railroad
- CSX Transportation
- Delta Southern Railroad
- Elgin, Joliet & Eastern
- Everett Railroad Company
- Genesee & Wyoming Inc.
- ICE/DME/Cedar American Rail Holdings
- Indiana Rail Road Company
- Iowa Interstate Railroad, Ltd
- Iowa Northern Railway Company
- Iowa Pacific Holdings, LLC
- Kansas City Southern Railway Company
- Long Island Railroad Bulletin Board
- Massachusetts Bay Commuter Railroad Company
- Metro-North Railroad
- Minnesota Prairie Line, Inc.
- Montana Rail Link, Inc.
- New York New Jersey Rail, LLC
- New York, Susquehanna & Western Railway Corp.
- Norfolk Southern
- North County Transit District
- Northeast Illinois Regional Commuter Railroad Corp.
- Northern Indiana Commuter Transportation District
- OmniTRAX
- Pacific Harbor Line, Inc.

William B. Skilling & Company


Re: Joseph Lochridge v. City of Tacoma, et al.
October 24, 2014
Page 5 of 5

- Paducah & Louisville Railway, Inc.
- Pan Am Railways, Inc.
- Patriot Rail Corp.
- Pioneer Rail Corp.
- Port Authority Trans-Hudson Railroad
- Providence & Worcester Railroad
- RailAmerica Employment Opportunities
- RAILJobs.com
- Reading and Northern Railroad
- Regional Rail LLC
- Seminole Gulf Railway LP
- Southeastern Pennsylvania Transportation Authority
- Southern California Regional Rail Authority/Metrolink
- Transtar Inc.
- Twin Cities & Western Railroad Companies
- Union Pacific Railroad
- Union Railroad Company Pittsburgh PA
- Watco Transportation Services, Inc.
- Wisconsin & Southern Railroad

Although he has found employment as a Painter, Mr. Lochridge has not conducted a reasonably diligent search for comparable employment. If Mr. Lochridge had conducted a reasonably diligent and motivated search for comparable employment he would have been successful in less than six months following the termination of September 2012.

I have not authored any publications within the past ten years; a list of cases I have testified in at trial or deposition during the past 4 years is attached; and I am being compensated at the rate of \$265.00 per hour by the City of Tacoma for my time in this matter. My hourly rate for testimony is \$365.00 per hour.

Sincerely,



William B. Skilling, M.A., C.R.C., C.D.M.S., C.L.C.P.

Attachments:

- Exhibit No. 1: Mr. Lochridge's Résumé
- Exhibit No. 2: Vocational Options - Labor Market Information
- Exhibit No. 3: Painter's Local 1964 Collective Bargaining Agreement
- Exhibit No. 4: Western Washington Professional Painters Schedule "A"
- Exhibit No. 5: William Skilling Testimony Record

William B. Skilling & Company

Joseph Lochridge v. City of Tacoma, et al.

Exhibit No. 1:

Mr. Lochridge's Résumé

2011-03-10 21:36

LOCHRIDGEhome 360893857 >> 253 502 8908

P 3/4

JOSEPH W. LOCHRIDGE

P.O. Box 1829, Orting, WA 98360 253.686.6501 • 360-893-8575

Objective: - DSLE

To obtain a challenging and rewarding position that offers the opportunity to demonstrate my skills and knowledge and help build the business, by assisting in train handling and compliance.

Past Work Experience:**Spooner Farms in Orting from 1972 to 1976 approx:***Farm worker reporting time 4:00 am till school started*

- Collect all necessary fruit for the season, and prepare for days work.
- Work closely with others moving product to storage, and set up irrigation.
- Repair wells for irrigation and there function, arrange irrigation system as needed, and trouble shoot system when encountering problems.
- Make and repair any packing boxes need for the next days work, using box stapler and pneumatic stapler.

Apprentice Painter Marine Industries Northwest, also worked for Sea Galley and Flakey Jakes 1979- 1982 approx:

Assist the painters in all phases of painting, staining, sandblasting and prep.

- Assist in preparation of all painting projects by masking, sanding and filling.
- Assist in all paperwork, and organization.
- Assist in all cleaning and inventory items and supplies, and reordering.

Journeyman Painter Local 64***Painting for multiple contractors-1979-1989***

- Painting and sandblasting commercial properties and projects.
- Working on structural steel buildings and other steel structures, sealing joints for structural integrity and sheer strength. Using boulders chair, and climbing structural buildings by hand, using swingstage, spiders and outriggers.
- Maintain, and repair any and all painting gear, disassembly and clean and repair.
- Field resourcefulness in repairing equipment and fixing problems.
- Report to Supervisor and/or Building General Contractors, and complete projects on time.
- In 1998 I was a working supervisor and made a daily log of work performed, and planning work crews in accordance deadlines with other crafts for project completion.

Burlington Northern Santa Fe Railroad 1990-2000:***Yardmaster, Conductor, Brakemen, Switchmen***

- Move trains, switch inbound trains, and make up outbound trains, spotting and pulling industries.
- Perform routine clerical and switching moves in computer system, update and send outbound train information for interchange.

03/10/2011 17:40

No. : R323

COT - 1245
P. 003/004

Joseph Lochridge v. City of Tacoma, et al.

Exhibit No. 2:

Vocational Options - Labor Market Information

WASHINGTON OES WAGE DATA

The following wage calculations are based on survey results. The Occupational Employment Statistics (OES) survey collects wages for wage and salary workers in non-farm establishments by industry.

Wages for Area: WA, Statewide

Estimated Wage Data For: May 2013

SOC (OES) Title: Painters, Construction and Maintenance

Code: 47-2141

Includes DOT: Painter, Shipyard

DOT Code: 840.381-018

May 2013 Employment: 7,240

Employment Relative Standard Error: 4.5%

Hourly Mean: \$20.07

Mean Relative Standard Error: 3.0%

Annual Mean: \$41,750

	\$Hourly	\$Annual
10th Percentile:	12.17	25,310
25th Percentile:	15.42	32,070
Median:	18.34	38,140
75th Percentile:	24.93	51,850
90th Percentile:	29.79	61,960

Jobs Per 1000: 2.562 **Location Quotient:** 1.76

This SOC (OES) code includes 4 DOT Occupation

NATIONAL EMPLOYMENT OUTLOOK 2012 TO 2022

Title: Painter, Shipyard

DOT Code: 840.381-018

Industry: Ship and Boat Mfg and Repairing

SOC (OES) Category: Painters, Construction and Maintenance

Code: 47-2141

2012 Employment	316,200
2012 Employment - Percent of Industry	0.2%
2012 Percent Self Employment	40.7%
2022 Employment - Number	378,800
2022 Employment - Percent of Industry	0.2%
Employment Change 2012-2022 - Percent	19.8%
Employment Change 2012-2022 - Numeric	62,600
2012-2022 Total Openings	110,500
2012-2022 Replacements	47,900

This SOC (OES) code includes 4 DOT Occupations

WASHINGTON STATE EMPLOYMENT OUTLOOK

SOC Category: Painters, Construction and Maintenance
Includes DOT: Painter, Shipyard
State: Washington
Area: Washington

SOC Code: 47-2141
DOT Code: 840.381-018

Estimated Employment - 2012	14,479
Estimated Employment - 2017	17,673
Estimated Employment - 2022	19,291
Average Annual Growth Rate 2012-2017	4.1%
Average Annual Growth Rate 2017-2022	1.8%
Avg Annual Opening Due to Growth 2012-2017	639
Avg Annual Opening Due to Growth 2017-2022	324
Average Annual Total Openings - 2012-2017	877
Average Annual Total Openings - 2017-2022	600

Source: Washington Employment Security Department/LMEA

This SOC Occupation group includes 4 DOT Occupations

WASHINGTON OES WAGE DATA

The following wage calculations are based on survey results. The Occupational Employment Statistics (OES) survey collects wages for wage and salary workers in non-farm establishments by industry.

Wages for Area: WA, Statewide

Estimated Wage Data For: May 2013

SOC (OES) Title: Dispatchers, Except Police, Fire, and Ambulance

Code: 43-5032

Includes DOT: Engine Dispatcher

DOT Code: 910.367-018

May 2013 Employment: 3,760

Employment Relative Standard Error: 5.4%

Hourly Mean: \$20.62

Mean Relative Standard Error: 1.8%

Annual Mean: \$42,900

	\$Hourly	\$Annual
10th Percentile:	12.05	25,070
25th Percentile:	15.09	31,380
Median:	19.58	40,730
75th Percentile:	25.32	52,670
90th Percentile:	31.21	64,910

Jobs Per 1000: 1.331 **Location Quotient:** 0.95

This SOC (OES) code includes 27 DOT Occupation

NATIONAL EMPLOYMENT OUTLOOK 2012 TO 2022

Title: Engine Dispatcher

DOT Code: 910.367-018

Industry: Railroad Transportation

SOC (OES) Category: Dispatchers, Except Police, Fire, and Ambulance

Code: 43-5032

2012 Employment	190,900
2012 Employment - Percent of Industry	0.1%
2012 Percent Self Employment	1.0%
2022 Employment - Number	212,300
2022 Employment - Percent of Industry	0.1%
Employment Change 2012-2022 - Percent	11.2%
Employment Change 2012-2022 - Numeric	21,400
2012-2022 Total Openings	76,400
2012-2022 Replacements	55,100

This SOC (OES) code includes 27 DOT Occupations

WASHINGTON STATE EMPLOYMENT OUTLOOK

SOC Category: Dispatchers, Except Police, Fire, and Ambulance
Includes DOT: Engine Dispatcher
State: Washington
Area: Washington

SOC Code: 43-5032
DOT Code: 910.367-018

Estimated Employment - 2012	3,998
Estimated Employment - 2017	4,464
Estimated Employment - 2022	4,738
Average Annual Growth Rate 2012-2017	2.2%
Average Annual Growth Rate 2017-2022	1.2%
Avg Annual Opening Due to Growth 2012-2017	93
Avg Annual Opening Due to Growth 2017-2022	55
Average Annual Total Openings - 2012-2017	208
Average Annual Total Openings - 2017-2022	194

Source: Washington Employment Security Department/LMEA

This SOC Occupation group includes 27 DOT Occupations

WASHINGTON OES WAGE DATA

The following wage calculations are based on survey results. The Occupational Employment Statistics (OES) survey collects wages for wage and salary workers in non-farm establishments by industry.

Wages for Area: WA, Statewide

Estimated Wage Data For: May 2013

SOC (OES) Title: Railroad Brake, Signal, and Switch Operators

Code: 53-4021

Includes DOT: Switch Tender

DOT Code: 910.667-026

May 2013 Employment: 160

Employment Relative Standard Error: 9.3%

Hourly Mean: \$23.17

Mean Relative Standard Error: 3.8%

Annual Mean: \$48,200

	\$Hourly	\$Annual
10th Percentile:	13.52	28,120
25th Percentile:	16.06	33,410
Median:	20.72	43,090
75th Percentile:	27.28	56,740
90th Percentile:	41.34	85,990

Jobs Per 1000: 0.055 **Location Quotient:** 0.31

This SOC (OES) code includes 6 DOT Occupation

NATIONAL EMPLOYMENT OUTLOOK 2012 TO 2022

Title: Switch Tender

DOT Code: 910.667-026

Industry: Railroad Transportation

SOC (OES) Category: Railroad Brake, Signal, and Switch Operators

Code: 53-4021

2012 Employment	25,000
2012 Employment - Percent of Industry	0.0%
2012 Percent Self Employment	0.0%
2022 Employment - Number	24,400
2022 Employment - Percent of Industry	0.0%
Employment Change 2012-2022 - Percent	-2.6%
Employment Change 2012-2022 - Numeric	-700
2012-2022 Total Openings	7,600
2012-2022 Replacements	7,600

This SOC (OES) code includes 6 DOT Occupations

WASHINGTON STATE EMPLOYMENT OUTLOOK

SOC Category: Railroad Brake, Signal, and Switch Operators**SOC Code:** 53-4021**Includes DOT:** Switch Tender**DOT Code:** 910.667-026**State:** Washington**Area:** Washington

Estimated Employment - 2012	215
Estimated Employment - 2017	238
Estimated Employment - 2022	253
Average Annual Growth Rate 2012-2017	2.1%
Average Annual Growth Rate 2017-2022	1.2%
Avg Annual Opening Due to Growth 2012-2017	5
Avg Annual Opening Due to Growth 2017-2022	3
Average Annual Total Openings - 2012-2017	11
Average Annual Total Openings - 2017-2022	10

Source: Washington Employment Security Department/LMEA**This SOC Occupation group includes 6 DOT Occupations**

WASHINGTON OES WAGE DATA

The following wage calculations are based on survey results. The Occupational Employment Statistics (OES) survey collects wages for wage and salary workers in non-farm establishments by industry.

Wages for Area: WA, Statewide

Estimated Wage Data For: May 2013

SOC (OES) Title: Painters, Transportation Equipment

Code: 51-9122

Includes DOT: Painter, Transportation Equipment

DOT Code: 845.381-014

May 2013 Employment: 1,830

Employment Relative Standard Error: 6.6%

Hourly Mean: \$24.64

Mean Relative Standard Error: 3.5%

Annual Mean: \$51,250

	\$Hourly	\$Annual
10th Percentile:	14.27	29,690
25th Percentile:	17.29	35,960
Median:	24.21	50,360
75th Percentile:	32.22	67,020
90th Percentile:	36.28	75,460

Jobs Per 1000: 0.648 **Location Quotient:** 1.84

This SOC (OES) code includes 4 DOT Occupation

NATIONAL EMPLOYMENT OUTLOOK 2012 TO 2022

Title: Painter, Transportation Equipment

DOT Code: 845.381-014

Industry: Aircraft Manufacturing

SOC (OES) Category: Painters, Transportation Equipment

Code: 51-9122

2012 Employment	48,900
2012 Employment - Percent of Industry	0.0%
2012 Percent Self Employment	3.8%
2022 Employment - Number	54,000
2022 Employment - Percent of Industry	0.0%
Employment Change 2012-2022 - Percent	10.4%
Employment Change 2012-2022 - Numeric	5,100
2012-2022 Total Openings	14,000
2012-2022 Replacements	8,900

This SOC (OES) code includes 4 DOT Occupations

WASHINGTON STATE EMPLOYMENT OUTLOOK

SOC Category: Painters, Transportation Equipment
Includes DOT: Painter, Transportation Equipment
State: Washington
Area: Washington

SOC Code: 51-9122
DOT Code: 845.381-014

Estimated Employment - 2012	2,169
Estimated Employment - 2017	2,191
Estimated Employment - 2022	2,216
Average Annual Growth Rate 2012-2017	0.2%
Average Annual Growth Rate 2017-2022	0.2%
Avg Annual Opening Due to Growth 2012-2017	4
Avg Annual Opening Due to Growth 2017-2022	5
Average Annual Total Openings - 2012-2017	44
Average Annual Total Openings - 2017-2022	46

Source: Washington Employment Security Department/LMEA

This SOC Occupation group includes 4 DOT Occupations

WASHINGTON OES WAGE DATA

The following wage calculations are based on survey results. The Occupational Employment Statistics (OES) survey collects wages for wage and salary workers in non-farm establishments by industry.

Wages for Area: WA, Statewide

Estimated Wage Data For: May 2013

SOC (OES) Title: Locomotive Engineers

Code: 53-4011

Includes DOT: Locomotive Engineer

DOT Code: 910.363-014

May 2013 Employment: N/A

Employment Relative Standard Error: N/A

Hourly Mean: \$29.07

Mean Relative Standard Error: 3.2%

Annual Mean: \$60,460

	\$Hourly	\$Annual
10th Percentile:	24.62	51,220
25th Percentile:	26.14	54,370
Median:	28.67	59,630
75th Percentile:	32.47	67,540
90th Percentile:	35.51	73,870

Jobs Per 1000: -1.000 **Location Quotient:** -1.00

This SOC (OES) code includes 1 DOT Occupations

NATIONAL EMPLOYMENT OUTLOOK 2012 TO 2022

Title: Locomotive Engineer

DOT Code: 910.363-014

Industry: Railroad Transportation

SOC (OES) Category: Locomotive Engineers

Code: 53-4011

2012 Employment	38,000
2012 Employment - Percent of Industry	0.0%
2012 Percent Self Employment	0.0%
2022 Employment - Number	36,500
2022 Employment - Percent of Industry	0.0%
Employment Change 2012-2022 - Percent	-3.9%
Employment Change 2012-2022 - Numeric	-1,500
2012-2022 Total Openings	11,400
2012-2022 Replacements	11,400

This SOC (OES) code includes 1 DOT Occupation

WASHINGTON STATE EMPLOYMENT OUTLOOK

SOC Category: Locomotive Engineers**SOC Code:** 53-4011**Includes DOT:** Locomotive Engineer**DOT Code:** 910.363-014**State:** Washington**Area:** Washington

Estimated Employment - 2012	875
Estimated Employment - 2017	971
Estimated Employment - 2022	1,034
Average Annual Growth Rate 2012-2017	2.1%
Average Annual Growth Rate 2017-2022	1.3%
Avg Annual Opening Due to Growth 2012-2017	19
Avg Annual Opening Due to Growth 2017-2022	13
Average Annual Total Openings - 2012-2017	47
Average Annual Total Openings - 2017-2022	42

Source: Washington Employment Security Department/LMEA**This SOC Occupation group includes 1 DOT Occupation**

WASHINGTON OES WAGE DATA

The following wage calculations are based on survey results. The Occupational Employment Statistics (OES) survey collects wages for wage and salary workers in non-farm establishments by industry.

Wages for Area: WA, Statewide

Estimated Wage Data For: May 2013

SOC (OES) Title: First-Line Supervisors of Transp/Mtrl-Moving Mach & Vehicle

Code: 53-1031

Includes DOT: Conductor, Yard

DOT Code: 910.137-022

May 2013 Employment: 4,560

Employment Relative Standard Error: 3.5%

Hourly Mean: \$30.60

Mean Relative Standard Error: 1.9%

Annual Mean: \$63,650

	\$Hourly	\$Annual
10th Percentile:	16.80	34,940
25th Percentile:	21.75	45,250
Median:	28.97	60,260
75th Percentile:	36.52	75,970
90th Percentile:	49.59	103,140

Jobs Per 1000: 1.615 **Location Quotient:** 1.08

This SOC (OES) code includes 42 DOT Occupation

NATIONAL EMPLOYMENT OUTLOOK 2012 TO 2022

Title: Conductor, Yard

DOT Code: 910.137-022

Industry: Railroad Transportation

SOC (OES) Category: First-Line Supervisors of Transp/Mtrl-Moving Mach & Vehicle

Code: 53-1031

2012 Employment	201,000
2012 Employment - Percent of Industry	0.1%
2012 Percent Self Employment	1.1%
2022 Employment - Number	218,300
2022 Employment - Percent of Industry	0.1%
Employment Change 2012-2022 - Percent	8.6%
Employment Change 2012-2022 - Numeric	17,300
2012-2022 Total Openings	72,600
2012-2022 Replacements	55,300

This SOC (OES) code includes 42 DOT Occupations

WASHINGTON STATE EMPLOYMENT OUTLOOK

SOC Category: First-Line Supervisors of Transportation and Material-Moving
Includes DOT: Conductor, Yard
State: Washington
Area: Washington

SOC Code: 53-1031
DOT Code: 910.137-022

Estimated Employment - 2012	4,744
Estimated Employment - 2017	5,122
Estimated Employment - 2022	5,349
Average Annual Growth Rate 2012-2017	1.5%
Average Annual Growth Rate 2017-2022	0.9%
Avg Annual Opening Due to Growth 2012-2017	76
Avg Annual Opening Due to Growth 2017-2022	45
Average Annual Total Openings - 2012-2017	198
Average Annual Total Openings - 2017-2022	201

Source: Washington Employment Security Department/LMEA

This SOC Occupation group includes 42 DOT Occupations

WASHINGTON OES WAGE DATA

The following wage calculations are based on survey results. The Occupational Employment Statistics (OES) survey collects wages for wage and salary workers in non-farm establishments by industry.

Wages for Area: WA, Statewide

Estimated Wage Data For: May 2013

SOC (OES) Title: First-Line Supervisors of Production and Operating Workers

Code: 51-1011

Includes DOT: Yard Supervisor

DOT Code: 929.137-026

May 2013 Employment: 11,850

Employment Relative Standard Error: 2.4%

Hourly Mean: \$30.65

Mean Relative Standard Error: 2.1%

Annual Mean: \$63,750

	\$Hourly	\$Annual
10th Percentile:	17.16	35,700
25th Percentile:	21.83	45,400
Median:	29.05	60,420
75th Percentile:	38.72	80,540
90th Percentile:	46.63	96,980

Jobs Per 1000: 4.192 **Location Quotient:** 0.96

This SOC (OES) code includes 706 DOT Occupation

NATIONAL EMPLOYMENT OUTLOOK 2012 TO 2022

Title: Yard Supervisor

DOT Code: 929.137-026

Industry: Smelting and Refining

SOC (OES) Category: First-Line Supervisors of Production and Operating Workers

Code: 51-1011

2012 Employment	594,700
2012 Employment - Percent of Industry	0.4%
2012 Percent Self Employment	3.7%
2022 Employment - Number	584,200
2022 Employment - Percent of Industry	0.4%
Employment Change 2012-2022 - Percent	-1.8%
Employment Change 2012-2022 - Numeric	-10,500
2012-2022 Total Openings	83,700
2012-2022 Replacements	83,700

This SOC (OES) code includes 706 DOT Occupations

WASHINGTON STATE EMPLOYMENT OUTLOOK

SOC Category: First-Line Supervisors of Production and Operating Workers**SOC Code:** 51-1011**Includes DOT:** Yard Supervisor**DOT Code:** 929.137-026**State:** Washington**Area:** Washington

Estimated Employment - 2012	12,567
Estimated Employment - 2017	13,501
Estimated Employment - 2022	13,905
Average Annual Growth Rate 2012-2017	1.4%
Average Annual Growth Rate 2017-2022	0.6%
Avg Annual Opening Due to Growth 2012-2017	187
Avg Annual Opening Due to Growth 2017-2022	81
Average Annual Total Openings - 2012-2017	369
Average Annual Total Openings - 2017-2022	272

Source: Washington Employment Security Department/LMEA**This SOC Occupation group includes 706 DOT Occupations**

WASHINGTON OES WAGE DATA

The following wage calculations are based on survey results. The Occupational Employment Statistics (OES) survey collects wages for wage and salary workers in non-farm establishments by industry.

Wages for Area: WA, Statewide

Estimated Wage Data For: May 2013

SOC (OES) Title: Railroad Conductors and Yardmasters

Code: 53-4031

Includes DOT: Yard Manager

DOT Code: 184.167-278

May 2013 Employment: N/A

Employment Relative Standard Error: N/A

Hourly Mean: \$33.24

Mean Relative Standard Error: 4.2%

Annual Mean: \$69,150

	\$Hourly	\$Annual
10th Percentile:	21.94	45,650
25th Percentile:	26.47	55,060
Median:	33.20	69,060
75th Percentile:	40.91	85,100
90th Percentile:	45.20	94,010

Jobs Per 1000: -1.000 **Location Quotient:** -1.00

This SOC (OES) code includes 6 DOT Occupation

NATIONAL EMPLOYMENT OUTLOOK 2012 TO 2022

Title: Yard Manager

DOT Code: 184.167-278

Industry: Railroad Transportation

SOC (OES) Category: Railroad Conductors and Yardmasters

Code: 53-4031

2012 Employment	43,800
2012 Employment - Percent of Industry	0.0%
2012 Percent Self Employment	0.0%
2022 Employment - Number	42,500
2022 Employment - Percent of Industry	0.0%
Employment Change 2012-2022 - Percent	-2.9%
Employment Change 2012-2022 - Numeric	-1,300
2012-2022 Total Openings	13,300
2012-2022 Replacements	13,300

This SOC (OES) code includes 6 DOT Occupations

WASHINGTON STATE EMPLOYMENT OUTLOOK

SOC Category: Railroad Conductors and Yardmasters
Includes DOT: Yard Manager
State: Washington
Area: Washington

SOC Code: 53-4031
DOT Code: 184.167-278

Estimated Employment - 2012	1,312
Estimated Employment - 2017	1,459
Estimated Employment - 2022	1,555
Average Annual Growth Rate 2012-2017	2.1%
Average Annual Growth Rate 2017-2022	1.3%
Avg Annual Opening Due to Growth 2012-2017	29
Avg Annual Opening Due to Growth 2017-2022	19
Average Annual Total Openings - 2012-2017	69
Average Annual Total Openings - 2017-2022	67

Source: Washington Employment Security Department/LMEA

This SOC Occupation group includes 6 DOT Occupations

WASHINGTON OES WAGE DATA

The following wage calculations are based on survey results. The Occupational Employment Statistics (OES) survey collects wages for wage and salary workers in non-farm establishments by industry.

Wages for Area: WA, Statewide

Estimated Wage Data For: May 2013

SOC (OES) Title: First-Line Supervisors of Mechanics, Installers, and Repaire

Code: 49-1011

Includes DOT: Supervisor, Car and Yard

DOT Code: 622.137-014

May 2013 Employment: 9,170

Employment Relative Standard Error: 3.4%

Hourly Mean: \$33.28

Mean Relative Standard Error: 0.9%

Annual Mean: \$69,220

	\$Hourly	\$Annual
10th Percentile:	20.67	43,000
25th Percentile:	26.35	54,820
Median:	32.58	67,760
75th Percentile:	39.88	82,950
90th Percentile:	46.25	96,200

Jobs Per 1000: 3.242 **Location Quotient:** 1.00

This SOC (OES) code includes 94 DOT Occupation

NATIONAL EMPLOYMENT OUTLOOK 2012 TO 2022

Title: Supervisor, Car and Yard

DOT Code: 622.137-014

Industry: Railroad Transportation

SOC (OES) Category: First-Line Supervisors of Mechanics, Installers, and Repaire

Code: 49-1011

2012 Employment	436,400
2012 Employment - Percent of Industry	0.3%
2012 Percent Self Employment	0.9%
2022 Employment - Number	470,300
2022 Employment - Percent of Industry	0.3%
Employment Change 2012-2022 - Percent	7.8%
Employment Change 2012-2022 - Numeric	33,900
2012-2022 Total Openings	152,000
2012-2022 Replacements	118,000

This SOC (OES) code includes 94 DOT Occupations

WASHINGTON STATE EMPLOYMENT OUTLOOK

SOC Category: First-Line Supervisors of Mechanics, Installers, and Repairers
Includes DOT: Supervisor, Car and Yard
State: Washington
Area: Washington

SOC Code: 49-1011
DOT Code: 622.137-014

Estimated Employment - 2012	9,457
Estimated Employment - 2017	10,287
Estimated Employment - 2022	10,786
Average Annual Growth Rate 2012-2017	1.7%
Average Annual Growth Rate 2017-2022	1.0%
Avg Annual Opening Due to Growth 2012-2017	166
Avg Annual Opening Due to Growth 2017-2022	100
Average Annual Total Openings - 2012-2017	407
Average Annual Total Openings - 2017-2022	408

Source: Washington Employment Security Department/LMEA

This SOC Occupation group includes 94 DOT Occupations

WASHINGTON OES WAGE DATA

The following wage calculations are based on survey results. The Occupational Employment Statistics (OES) survey collects wages for wage and salary workers in non-farm establishments by industry.

Wages for Area: WA, Statewide

Estimated Wage Data For: May 2013

SOC (OES) Title: First-Line Supervisors of Construction Trades and Extraction

Code: 47-1011

Includes DOT: Supervisor, Painting

DOT Code: 840.131-010

May 2013 Employment: 11,580

Employment Relative Standard Error: 3.1%

Hourly Mean: \$35.88

Mean Relative Standard Error: 1.2%

Annual Mean: \$74,630

	\$Hourly	\$Annual
10th Percentile:	22.16	46,090
25th Percentile:	28.26	58,790
Median:	35.52	73,890
75th Percentile:	43.32	90,120
90th Percentile:	51.89	107,930

Jobs Per 1000: 4.095 **Location Quotient:** 1.16

This SOC (OES) code includes 77 DOT Occupation

NATIONAL EMPLOYMENT OUTLOOK 2012 TO 2022

Title: Supervisor, Painting

DOT Code: 840.131-010

Industry: Construction

SOC (OES) Category: First-Line Supervisors of Construction Trades and Extraction

Code: 47-1011

2012 Employment	545,500
2012 Employment - Percent of Industry	0.4%
2012 Percent Self Employment	15.5%
2022 Employment - Number	673,800
2022 Employment - Percent of Industry	0.4%
Employment Change 2012-2022 - Percent	23.5%
Employment Change 2012-2022 - Numeric	128,300
2012-2022 Total Openings	187,100
2012-2022 Replacements	58,800

This SOC (OES) code includes 77 DOT Occupations

WASHINGTON STATE EMPLOYMENT OUTLOOK

SOC Category: First-Line Supervisors of Construction Trades and Extraction Workers **SOC Code:** 47-1011
Includes DOT: Supervisor, Painting **DOT Code:** 840.131-010
State: Washington
Area: Washington

Estimated Employment - 2012	15,029
Estimated Employment - 2017	18,341
Estimated Employment - 2022	19,908
Average Annual Growth Rate 2012-2017	4.1%
Average Annual Growth Rate 2017-2022	1.7%
Avg Annual Opening Due to Growth 2012-2017	662
Avg Annual Opening Due to Growth 2017-2022	313
Average Annual Total Openings - 2012-2017	853
Average Annual Total Openings - 2017-2022	501

Source: Washington Employment Security Department/LMEA

This SOC Occupation group includes 77 DOT Occupations

WASHINGTON OES WAGE DATA

The following wage calculations are based on survey results. The Occupational Employment Statistics (OES) survey collects wages for wage and salary workers in non-farm establishments by industry.

Wages for Area: WA, Statewide

Estimated Wage Data For: May 2013

SOC (OES) Title: Transportation, Storage, and Distribution Managers

Code: 11-3071

Includes DOT: General Car Supervisor, Yard

DOT Code: 184.167-286

May 2013 Employment: 2,820

Employment Relative Standard Error: 5.1%

Hourly Mean: \$47.87

Mean Relative Standard Error: 2.0%

Annual Mean: \$99,570

	\$Hourly	\$Annual
10th Percentile:	27.41	57,010
25th Percentile:	34.52	71,810
Median:	45.19	94,000
75th Percentile:	59.36	123,460
90th Percentile:	71.62	148,980

Jobs Per 1000: 0.997 **Location Quotient:** 1.29

This SOC (OES) code includes 64 DOT Occupation

NATIONAL EMPLOYMENT OUTLOOK 2012 TO 2022

Title: General Car Supervisor, Yard

DOT Code: 184.167-286

Industry: Railroad Transportation

SOC (OES) Category: Transportation, Storage, and Distribution Managers

Code: 11-3071

2012 Employment	105,200
2012 Employment - Percent of Industry	0.1%
2012 Percent Self Employment	4.8%
2022 Employment - Number	110,300
2022 Employment - Percent of Industry	0.1%
Employment Change 2012-2022 - Percent	4.9%
Employment Change 2012-2022 - Numeric	5,100
2012-2022 Total Openings	29,100
2012-2022 Replacements	24,000

This SOC (OES) code includes 64 DOT Occupations

WASHINGTON STATE EMPLOYMENT OUTLOOK

SOC Category: Transportation, Storage, and Distribution Managers
Includes DOT: General Car Supervisor, Yard
State: Washington
Area: Washington

SOC Code: 11-3071
DOT Code: 184.167-286

Estimated Employment - 2012	3,056
Estimated Employment - 2017	3,309
Estimated Employment - 2022	3,462
Average Annual Growth Rate 2012-2017	1.6%
Average Annual Growth Rate 2017-2022	0.9%
Avg Annual Opening Due to Growth 2012-2017	51
Avg Annual Opening Due to Growth 2017-2022	31
Average Annual Total Openings - 2012-2017	117
Average Annual Total Openings - 2017-2022	114

Source: Washington Employment Security Department/LMEA

This SOC Occupation group includes 64 DOT Occupations

Joseph Lochridge v. City of Tacoma, et al.

Exhibit No. 3:

Painter's Local 1964

Collective Bargaining Agreement

WESTERN WASHINGTON AREA AGREEMENT
FOR THE PROFESSIONAL PAINTING INDUSTRY

Dated March 1, 2010 – February 28, 2015

ARTICLE 1
PREAMBLE AND PURPOSE

For purposes of clarification, the prior collective bargaining agreement (Western Washington Area Agreement for the Painting Industry, March 1, 2005 - February 28, 2010) expired on February 28, 2010. From March 1, 2010 to February 28, 2011 the parties agreed to be bound to the terms of the prior agreement. Although the term of this Agreement is from March 1, 2010 to February 28, 2015, any changes included in this Agreement will become effective March 1, 2011.

1.1 This is a collective bargaining agreement between the International Union of Painters and Allied Trades District Council #5, also referred to as the Union and _____, also referred to as the Employer.

1.2 The Employer recognizes the Union (pursuant to the National Labor Relations Act (NLRA), as amended) as the exclusive bargaining agent for the purposes of collective bargaining on behalf of all Employees engaged in painting and drywall work.

1.3 The purpose of this Agreement is to establish harmonious relations and uniform conditions of employment and contributions to the Trust Plans between the parties hereto, to promote the settlement of labor disagreements by conference and arbitration, to prevent strikes and lockouts, to utilize more fully the facilities of the Apprenticeship Training Program, to promote efficiency and economy in the performance of painting, wall covering, acoustical wall panels; i.e., stretch panels, etc., decorating, and drywall finishing, etc., and generally to encourage a spirit of helpful cooperation between the Employers and Employees to their mutual advantage and protection of the investing public.

1.4 When, in the opinion of any party to this Agreement, certain work might be secured for Employers signatory to this Agreement, and the present terms and conditions of work contained in this Agreement are not consistent with efficiency or practicality or the competitive position of the Employers then the terms and conditions contained in this Agreement may be modified to govern such project, geographical area or type of work. The consent, in writing, of the Union and the Employer shall be required to modify said terms and conditions.

1.5 If the Union grants any Employer more favorable wages, benefits, hours, or working conditions, then a signatory Employer shall be entitled, after request, to the same conditions for similar work in the same area. The Union's Business Manager, in order to protect and recover bargaining unit work, shall have the authority to modify this Agreement for single jobs or for particular branches of the trade, provided that there be no unlawful discrimination between Employers in the exercise of this prerogative. It will be the Union's obligation to notify VWSPE's custodian of records of such labor contracts, memorandums of understanding, or any other agreement within seven (7) days.

1.6 The Employer agrees to be bound to this Agreement while working in the following counties of Western Washington: Whatcom, Skagit, Snohomish, King, Pierce, Thurston, Lewis, Grays Harbor, Jefferson, Clallam, Mason, Island, San Juan and Kitsap, and to be bound to the Area Collective Bargaining Agreement for the Painting Industry in effect in any other part of the states of Washington, Oregon and Idaho while working in those areas.

1.6.1 When working outside the counties covered by this Agreement an Employee covered by this Agreement shall receive the wages and benefits most favorable to the Employee. All fringe benefits shall be paid into the Employees' "home" fund. The difference in total package should go on check.

ARTICLE 2 SCOPE OF AGREEMENT

2.1 Painting and drywall work, as those terms are used in this Agreement, include but are not limited to the following: All painting, coating, caulking, lining, decorating, fabric-panel systems, wall covering, including the hanging of vinyl's, canvas, tacking on of muslin and all material of whatever kind or quality applied to walls, floors, or ceilings by any method of attachment. Spackling of all surfaces and application of texture finishes where adhesive materials are used, radiant heat fill, and all preparatory work of spotting, pointing, taping, finishing and sanding of joints and surfaces, fireproof coatings, fiberglass coatings, exterior insulated wall systems, hardwood, pre-finished doors, cabinets, sash, trim and furniture finishing, waxing, oiling, staining, application of hot and cold enamels, waterproofing, protective coatings, polyester, polyurethane, epoxy, resin and acrylic coatings. The application of all paints, pigments, extenders, metal primers, metal pigments, binders, thinners, dryers, sealers, water colors, acoustical wall panels; i.e., stretch panels, etc., cathodic coatings, elastomeric roof coatings, liners, PVC liners, acid staining, epoxy coatings and any other treatment/coating applied to any surface including floors. As applied by any method. The preparation of interior and exterior surfaces with liquid steam, sandblast, waterblast, shotblast, or any other blast system or process including sandblast pot tending and preparation for metalizing and metalizing. Painting work also includes the handling and all preparatory work incidental to painting, coating, wall covering; removal, encapsulation, enclosure or any other activity pursuant to lead, chromium, zinc or other surface coating or contaminated surface abatement, painting, wall covering, building of any structures or enclosures for both negative and positive pressure chambers pursuant to lead abatement, or any other substrate cleaning process, decorating or drywall finishing of any surfaces, highway and parking lot striping and all other work which is usually executed by Painters, Decorators, Wall Coverers, Hardwood Finishers and Drywall Tapers and Finishers, and the operation and care on the job site, of all tools and equipment used by all trades coming under the jurisdiction of the International Union of Painters and Allied Trades (IUPAT) including brushes, rollers, spray painting equipment, caulking guns, trowels, mops, squeegees or other miscellaneous hand and power-driven tools including sandblasting equipment, ladders, scaffolding and other rigging including but not limited to such equipment as mechanized or mobilized scaffolding which may be operated by Painters and the job site operation and maintenance of all types of compressors.

2.2 Painting and drywall work also includes work, materials, equipment or processes which are substituted for the matters covered in Section 2.1 of this Article.

2.3 This Agreement applies to painting and drywall work to be done at the site of construction alteration, painting, or repair of a building, maintenance, or other work. These terms are to be interpreted and applied in accordance with the NLRA, as amended. The term Employee refers to persons performing job functions within the scope of this Agreement. It does not refer to Union membership or affiliation, but does include Foreman, Painter, Journeyman, Utility Worker, Apprentice and Pre-Apprentice Painter. Work outside the scope of this Agreement is not covered by this Agreement.

2.4 When an Employer desires to re-assign or employ Employees to perform work outside the scope of this Article in this Agreement, the following step shall be followed:

2.4.1 The payroll records shall contain an entry which clearly discloses when the particular Employee starts work not covered under the scope of this Agreement.

2.5 This Agreement shall apply to drywall at the wage rates listed herein, provided that: (1) a majority of the Employer's business on an annual basis is painting; and (2) the drywall is incidental to painting.

ARTICLE 3 DEFINITIONS

3.1 The term "Employer" as used in this Agreement means any signatory person, firm, partnership, joint venture, corporation, or other business entity engaged in painting and drywall work and includes any person, as defined in S2 (1) of the NLRA, acting as agent of the Employer, directly or indirectly.

3.2 The term "Drywall Finisher" and/or "Taper" as used in this Agreement means persons qualified in the industry who have completed an apprenticeship program or have passed the necessary examinations as to proficiency as a mechanic to perform the duties pertaining to the Painting, Decorating and Drywall Industry as an Employee, and who have met the Employer's standards for assignment as a Painter or Journeyman, and who does not otherwise perform work under the scope of this Agreement as a Contractor.

3.3 The term "Painter" as used in this Agreement (also referred to as a Journeyman, Painter 1, Painter 2, Painter 3 and Painter 4) means persons qualified in the industry who have completed an apprenticeship program and/or have passed the necessary Painter Progression Test as to proficiency as a mechanic to perform the duties pertaining to the Painting, Decorating and Drywall Industry as an Employee, and who have met the standards for assignment as a Journeyman, Painter 1, Painter 2, Painter 3 or Painter 4, and who does not otherwise perform work under the scope of this Agreement as a Contractor.

3.4 The term "Untested" as used in this Agreement means a person who has not passed the necessary Painter Progression Test as to proficiency as a mechanic to perform the duties pertaining to the Painting, Decorating and Drywall Industry.

3.5 The term "Apprentice" as used in this Agreement means persons who are learning the Painting, Decorating and Drywall trade who have been accepted by the local Painting, Decorating and Drywall Joint Apprenticeship and Training Committee and are registered with the Washington State Apprenticeship Council.

3.6 The term "Pre-Apprentice" as used in this Agreement means persons who perform preparatory work; protection, clean-up and care of job site, materials, and equipment; incidental to painting, coatings, sandblasting, wall covering, drywall finishing, and parking lot striping. No swing stage work or sandblasting shall be performed by a Pre-Apprentice. No Pre-Apprentice can perform any work outside the territory of Western Washington. If any Contractor is found in violation of this article, he/she shall forfeit his/her right to use Pre-Apprentices for the remainder of the contract and shall pay Journeyman wages to the Pre-Apprentice for the period of time he/she was performing his/her duties.

3.7 The term "Utility Worker" as used in this Agreement means person who perform preparatory work; protection, clean-up and care of job site, materials, and equipment; incidental to painting, coatings, sandblasting, wall covering, drywall finishing, and parking lot striping. No application work or sandblasting shall be performed by a Utility Worker. If any Contractor is found in violation of this article, he/she shall forfeit his/her right to use Utility Workers for the remainder of the contract and shall pay Journeyman wages to the Utility Worker for the period of time he/she was performing non-Utility work. Utility Workers shall not exceed 25% of the Employer's workforce.

3.8 The term "Employee" as used in this Agreement means persons formerly referred to as Journeyman, Painter, Drywall Finisher and/or Taper and Apprentice as defined in this Article and includes Foreman, Journeyman, Painter 1, Painter 2, Painter 3, Painter 4, Untested, Apprentice, Pre-Apprentice and Utility Worker.

3.9 The term "Foreman" as used in this Agreement means a qualified Painter that has been designated by the Employer and shall be compensated as stated in Section 17.10 and manages 5 or more workers on a job or manages multiple jobs.

3.10 The term "Industrial Coatings" as used in this Agreement shall mean the application of a multi-component coating, or special coating that is not sold for commercial or residential use, and is applied in an industrial setting.

3.11 The term "Western Washington Signatory Painting Employers" herein after referred to as WWSPE is a group of Employers signatory to this Agreement that are granted rights as described within this Agreement.

ARTICLE 4 RIGHTS OF THE PARTIES

4.1 The Union retains all rights except as those rights are limited by the express and specific language of this written Agreement. Nothing anywhere in this Agreement shall be construed to impair the right of the Union to conduct its affairs in all particulars except as expressly and specifically modified by the express and specific language of this written Agreement. It is further agreed that nothing contained in this Agreement shall be construed as limiting the Union's right to control its internal affairs and discipline its members who have violated the Union's Constitution and By-Laws, or who have violated the terms of this Agreement.

4.1.1 The Employer agrees to comply with the Union's periodic requests to re-dispatch all Employees. The Employer will also cooperate with the Union for the LMCF or the JATC to implement a photo ID system for all Employees. It is understood that these activities are to ensure the Employee's compliance with this Agreement and that the Employee's status with their present Employer is not altered in any way resultant of these administrative activities.

4.2 Except as specifically limited by this Agreement the Employer shall have the exclusive right to manage its business, to control and supervise all operations and direct all working forces, including but not limited to the right to select and hire, discharge (with or without cause except as expressly provided to the contrary in this Agreement), promote, transfer, or schedule Employees, to control and regulate the use of all equipment, materials, tools and other property of the Employer and to maintain efficiency among his/her Employees.

4.2.1 The parties agree that an Employer may employ "management trainees", whom would be able to perform work under the scope of this Agreement but are exempt from the terms of this Agreement. A "management trainee" is strictly defined as the son or daughter of an officer, owner or superintendent of an Employer.

4.3 Except as expressly otherwise provided in this Agreement, there shall be no strike, sympathy strike, work slowdown or any other work stoppage, or lockout, during the term of this Agreement.

4.4 It shall not be a violation of this Agreement for Employees to refuse to pass through or work behind a legitimate picket line recognized by the Building and Construction Trades Council in the area where the work is performed. Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any labor organization, and the Union party to this Agreement has the right to withdraw Employees covered by this Agreement whenever the Employer party to this Agreement is involved in a legitimate primary labor dispute with a bona fide labor organization.

4.5 Because of the hazardous nature of the work, the Employer has the right to test for illicit substances.

4.6 The Employers shall designate Employer representatives from VWSPE to act on the Industry Board. VWSPE will also coordinate the conduct, promotion, improvement and advancement of its membership as a whole, thereby serving and informing its members regarding labor relations and acting as a multi-Employer bargaining organization as recognized under the NLRA of 1935 as amended. To deal with all matters as pertains to and concerning business relating to our industry, in the spirit of cooperation between labor and management in accordance with this Agreement. These Employer representatives must be signatory to the Agreement.

4.6.1 The Industry Board, as defined in Article 9, shall appoint a four person market share sub-committee, two from VWSPE and two from Labor. This committee shall be empowered to amend the Western Washington Area Agreement in order to capture work, including single family housing, apartments, condominiums, local housing authorities, industrial and commercial, new and repaint, bridges, towers, etc., not presently being done by the signatory Employers or Union Members.

4.7 The provisions set forth in this Article notwithstanding, the right of any applicant for employment may be suspended in accordance with the following provision(s):

4.7.1 Should any person referred for employment be terminated for just-cause, his or her referral privileges shall be suspended for 2 weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended for two (2) months. Should the same individual be terminated for cause a third time within a twenty four (24) month period, his or her referral privileges shall be suspended indefinitely.

4.7.2 A termination shall not be considered "for just-cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for just cause. For the purpose of this provision, a decision of the District Council Joint Trade Board shall be final and binding.

4.7.3 A Joint Trade Board, composed of two (2) members appointed by the Business Manager/ Secretary Treasurer of the District Council and two (2) members appointed by VWSPE may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine; that equity requires such action. Such grievance will be heard in accordance with Article 9 of this Agreement.

4.7.4 The reference for "Just Cause" throughout this Agreement does not limit an employer's rights to terminate an employee for any reason under sub-article 4.2, but instead defines only that subset of terminations of an employee invoking these "Top Workplace Performance" provisions under this sub-article 4.7 in this Agreement.

ARTICLE 5 PROTECTION OF RIGHTS

5.1 An Employer who is party to this Agreement shall not subcontract any work covered by this Agreement to be done at a construction job site to any Employer unless such Employer is a party to a collective bargaining agreement with the IUPAT District Council #5 and unless as identified otherwise in Article 5.1.1.

5.1.1 However, the parties agree that the Employer may subcontract certain specialty-only work to non-signatory subcontractors or subcontractors signatory to another union. For the purpose of this Section specialty-only will be defined as wall coverings, radiant heat fill, fireproof coatings, fiberglass coatings, exterior insulated wall systems, cathodic coatings, elastomeric roof coatings and sandblasting. Both parties agree there is a need to be more flexible in regards to specialty-only work with a mutual understanding of working together to increase market share of this specialty-only work. Therefore, in the event that specialty-only subcontracting is deemed necessary the Employer agrees to contact the Union prior to work being performed and provide the name of the specialty-only subcontractor and the scope of work being subcontracted for organizing purposes.

5.2 It is the intent of the Employer and the Union to protect all job-site work which has been traditionally performed by the bargaining unit or which is fairly claimable as bargaining unit work. Accordingly, except as provided in Section 5.1 of this article, all painting work as defined in Article 2, Sections 2.1 and 2.2 shall continue to be performed on the job site or at any location designated by the Employer, by Employees covered under this Agreement, so long as it is within the geographic territory of the Union. It is understood and agreed that asbestos removal work is excluded from the scope of, but may be performed by Employees otherwise working under this Agreement. The Employer shall not directly or indirectly perform, undertake, accomplish or attempt or indirectly to perform, undertake or accomplish any painting work, as defined in Article 2, Sections 2.1 and 2.2, except in complete compliance with all terms and provisions of this Agreement. The term "Employer" includes any person acting directly or indirectly as an agent for the Employer. This Agreement shall not apply to work at the Employer's shop, provided that such shop is covered by a separate collective bargaining agreement.

5.3 The Union and any job stewards, business representatives, or other agents of the Union agree to cooperate with the Employer in achieving maximum efficiency and productivity and to work with management and the Employer to eliminate inefficiency, work stoppages and production limitations. It shall be considered to be contrary to the purposes and intent of this Agreement for any Employee to work for other Employers after their regular day's employment with one Employer, or for any Employee to take jobs on their own and on behalf of their own selves after regular hours of employment or during weekends, holidays and vacations. Employees working under this Agreement have a duty of confidentiality with respect to the business operations of signatory Employers for whom they work. Confidential information shall be defined as information, not generally known, related to the business of the Employer including but not limited to the names of customers, staffing levels, or any detail of bids. Any Employee who is found to have violated the terms of this provision shall be subject to immediate discharge.

5.4 In the event the Union claims that the Employer has violated any of the wage, travel, subsistence or trust contribution provisions of this Agreement, the Union shall be permitted to take economic action. If the Employer deposits a certified check in the amount claimed by the Union to be due, made payable to the Union, with a local bank and gives the Union notice that this has been done, the Union shall be required to refrain from further economic action and to submit the matter to the Industry Board and the procedure under Article 9 shall apply. In the event the Union takes economic action pursuant to this section the Employer shall be liable for up to two days lost wages and trust payments on wages sustained by the Employer's Employees.

5.5 The parties hereto agree that an act of a member of the Union shall not be binding on the Union unless such an act is expressly authorized by said Union.

ARTICLE 6 UNION RIGHTS AND RESPONSIBILITIES

6.1 All Employees covered by this Agreement who are members of the Union on the date of execution of this Agreement shall be required by the Employer to maintain their membership as a condition of employment. All Employees who are not members of the Union on the date of the execution of this Agreement and all Employees employed after the execution date of this Agreement shall, on and after the eighth day following the date of employment, whichever is later, be required by the Employer to become and remain members of the Union as a condition of employment. This section shall not apply to Supervisors, Utility Workers or Pre-Apprentices.

6.2 In the event that an Employee fails to tender the administrative processing fee or that a member of the Union fails to maintain membership in accordance with provisions of this Article the Union shall notify the Employer in writing and such notice shall constitute a request to the Employer to discharge said individual Employee within 48 hours (Saturday, Sundays and holidays excluded).

6.3 The Union agrees that there will be no discrimination in referrals for employment based on race, religion, color, age, sex, national origin, disability or veteran status.

ARTICLE 7 EMPLOYER RESPONSIBILITIES

7.1 The following requirements shall be applicable to all Employers who are parties to this Agreement.

7.1.1 The Employer shall not require any Employee covered by this Agreement to report at the job site or in the Shop more than 30 minutes before working time.

7.1.2 The Employer shall be required to pay all fringe benefits as specified in the Agreement. Before dispatching men to any general or building contractor, the Union will, whenever possible, give at least 48 hours prior notice to VWSPE so that they may have an opportunity to contact such contractor concerning the possibility of contracting for the work to be done.

7.1.3 The following information shall be required when an agreement is signed: Washington State Contractors Registration number. The Employer may also be required to provide evidence of an acceptable bookkeeping system or accounting facilities including proper time cards for all Employees, and suitable payroll check stubs and other records required by law. The Union will provide copies of this information to the VWSPE. ("Suitable" shall mean Employer's name and address and Employee's name and social security number.)

7.1.4 The Employers signatory to this Agreement acknowledge and agree to comply with the requirements of Federal and State laws, Executive Orders, Equal Employment Opportunity laws and other rules and regulations governing civil rights to insure that there shall be no discrimination in employment against any Employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or veteran status.

7.2 The contractor or the Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ, when available, not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area.

7.3 The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the Affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein: provided however, that as to Employees employed by such Employer from within the geographic jurisdiction of the Union